



# Home Energy Conservation Program

## **Request for Proposals Weatherization Contractors for Shelters RFP AR-011-002WX**

Published: November 16, 2010

Responses Due: December 10, 2010

**REQUEST FOR PROPOSAL**

This is a request for proposal ("RFP") issued by the Indiana Housing and Community Development Authority ("IHCD") for its Home Energy Conservation ("HEC") Program. The HEC Program is the State of Indiana's weatherization assistance program funded through the American Recovery and Reinvestment Act of 2009 ("ARRA"). IHCD has set aside ARRA funds to weatherize shelters throughout the state. These weatherization efforts will be administered directly by IHCD, rather than through the traditional sub-grantee network. This RFP seeks responses from contractors to conduct structural improvements and to install energy saving measures on the state's shelters in accordance with IHCD and Department of Energy ("DOE") guidelines ("Responses").

**ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

IHCD's mission is for every Hoosier to have the opportunity to live in safe, affordable, good-quality housing in economically stable communities. IHCD believes that growing Indiana's economy starts at home.

IHCD was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCD's programs are successful in large part because of the growing network of partnerships it has established with local, state, and federal governments, for-profit businesses, and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers, and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include community development corporations, community action agencies, and not-for-profit developers. For more information, please visit: <http://www.in.gov/ihcd>.

**ABOUT THE HOME ENERGY CONSERVATION PROGRAM**

IHCD administers the HEC Program. The goals of the HEC Program are to create jobs, reduce overall energy expenditure for low-income families, increase energy efficiencies, and to improve the health and safety of persons who are particularly vulnerable, such as the elderly, disabled, or children.

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## **SECTION I: ADMINISTRATIVE OVERVIEW**

### **I. INTRODUCTION**

1. **Overview:** IHCDCA seeks to contract with a contractor to perform structural improvements and install energy efficiency measures in shelters throughout the state of Indiana. The purpose of this program is to provide needed structural maintenance and energy conservation measures to these shelters.
2. **Geographic Coverage of Services:** IHCDCA has identified 41 shelters located throughout the state that may receive weatherization measures. Respondents should be able to provide services in every region in which the identified shelters are located.
3. **Probable Funding Amounts, Source, and Period of Availability:** IHCDCA has budgeted between three and six million dollars in ARRA funds to cover weatherization evaluation and upgrades to these shelters. IHCDCA has also pledged Community Development Block Grant (CDBG) funds to be used to make structural repairs to the shelters prior to the installation of weatherization measures.

All funds provided must be expended no later than December 31, 2011.

### **II. ELIGIBLE APPLICANTS**

For profit and not-for-profit entities, as established by Indiana statutes, are eligible to respond to this RFP.

### **III. AWARD TIMETABLE**

Note that this timetable represents IHCDCA's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.

Activity	Scheduled Date
Publication of RFP	11/16/2010
RFP Orientation Session	11/23/2010
Response Submittal Deadline	12/10/2010
Proposal Evaluation/Negotiation Period	12/10/2010-12/22/2010
Public Hearing for Approval of Awardees	1/3/2010
Awardee Selection	1/3/2010
Contract Start Date	1/10/2010

### **IV. ORIENTATION**

An orientation for Respondents in reference to the RFP will be held as follows:

Date:	November 23, 2010
Time:	10:00 AM-11:00 AM
Location:	30 South Meridian Street, Suite 1000, Indianapolis, Indiana 46204

## **V. COMMUNICATION AND DISCUSSION WITH RESPONDENTS**

1. **Prior to Submittal Deadline:** Discussions may be conducted with potential Respondents to promote understanding of the program requirements and the proposal process. All communications are to be sent through the HEC Program general mailbox at: [iwx@ihcda.in.gov](mailto:iwx@ihcda.in.gov) or Chelsey Wininger at: 317-232-5589. IHCDA will not respond to questions between the Response submittal date and the Awardee selection date.
2. **After Proposal Submittal Deadline:** Further clarification of proposal details may be requested from Respondents at any time. All Respondents will be notified of their funding status by 5:00 PM Eastern Time on January 3, 2011.

## **VI. SUBMISSION OF PROPOSALS**

Responses may be submitted to the HEC Program general mailbox at: [iwx@ihcda.in.gov](mailto:iwx@ihcda.in.gov). Once Responses are submitted they become property of IHCDA. IHCDA will not reimburse or otherwise compensate Respondents for the preparation or submission of Responses. Submitting a proposal represents Respondent's certification that it will comply with all ARRA and HEC Program requirements including, but not limited to:

1. **Program Specific Requirements:** Program specific requirements are included in Section II, Service Specifications and Section III, Proposal Instructions, as applicable.
2. **Multiple or Alternate Proposals:** Multiple or alternative proposals from a single Respondent shall not be accepted. A single Respondent may not submit more than one (1) Response for this RFP and no more than one (1) Response for the RFP for Weatherization Contractors for Shelters; however, the Respondent shall not be awarded both contracts.
3. **Wage and Labor Law Compliance:** By submitting a Response, Respondent certifies Respondent's compliance with Title 22 of the Indiana Code, covering wages, hours, working conditions of employees and contractors performing services, as well as all Workers Compensation and Unemployment Compensation requirements. Refer to relevant sections of Title 22 at the Indiana General Assembly website: [www.in.gov/legislative/index.htm](http://www.in.gov/legislative/index.htm).
4. **Compliance with all Applicable State Business and Employment Laws:** All providers shall comply with all laws governing entities doing business in the State of Indiana, including those found in Titles 23 and 24 of the Indiana Code. Prior to contracting, owners of businesses doing business in Indiana, except for sole proprietorships and general partnerships, must be registered and in good standing with the Indiana Secretary of State.
5. **Ethical Compliance:** By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004.
6. **Confidential Information:** Respondents are advised that materials contained in proposals are subject to the Access for Public Records Act ("APRA"), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents

(including the requisite number of copies) in a sealed envelope marked "Confidential". Respondents should be aware that if a public records RFP is made under APRA, IHCDCA will make an independent determination of confidentiality, and may seek the opinion of the Public Access Counselor. Prices are not confidential information.

7. **Taxes, Fees and Penalties:** By submitting a proposal a Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDCA of any such actions.

**VII. TERMS AND CONDITIONS OF THIS PROCUREMENT:** This procurement will result in contracts paid for by funds provided through ARRA and awarded parties ("Awardees") will be subject to the reporting and operational requirements of ARRA. Respondents to this solicitation ("Respondents") must acknowledge their ability to comply with all reporting requirements defined by the Federal Government for ARRA funds. Awardees are responsible for all recordkeeping and reporting requirements under ARRA. Reports required by Federal agencies and the State of Indiana shall include, but are not limited to, performance indicators relative to program deliverables, information on costs and progress against timelines. Additionally, each contract and grant subject to ARRA, including subcontractors and recipients, is subject to review and examination by appropriate federal or state entities. Failure to comply with the terms, conditions and requirements of ARRA may result in the recapture of the balance of funds awarded or, in certain circumstances, the recapture or demand for repayment of part or all of funds awarded.

The following terms and conditions shall also apply to this procurement

1. This RFP is a request for the submission of proposals, but is not itself an offer and shall under no circumstances be construed as an offer.
2. The IHCDCA expressly reserves the right to modify or withdraw this RFP at any time, before or after any proposals have been submitted or received.
3. The IHCDCA may reject any or all proposals submitted in response to this RFP at any time prior to entering into a written agreement.
4. In the event any Awardee does not enter into the required agreement to carry out the purposes described in this RFP, the IHCDCA may, in addition to any other rights and remedies available at law or in equity, commence negotiations with another person or entity.
5. In no event shall any obligation of any kind be enforceable against the IHCDCA unless and until a written agreement is entered into by an Awardee and the IHCDCA.
6. Each Respondent agrees to bear all costs and expenses of its response. There shall be no reimbursement for any costs and expenses relating to the preparation of responses or proposals submitted hereunder or for any costs or expenses incurred during negotiations.

All responses become property of IHCDCA upon submittal and will not be returned to the Respondent.

7. By submitting a response to this RFP, each Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this RFP, the selection of a Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
8. IHCDCA wants to ensure that the process for making funding decisions is fair, open, and reasonable. Consequently, an appeal process is available for all Respondents. Appeals may be made only for an alleged violation of applicable law, discrimination or unfair competition/consideration. See Attachment D for details of the appeals process.
9. A copy of the IHCDCA Award Agreement Boilerplate is attached as Attachment E to this RFP. By submitting a proposal, the Respondent acknowledges its acceptance of the IHCDCA Boilerplate and understanding that such Boilerplate is non-negotiable.

**VIII. OPENING OF PROPOSALS**

Upon receipt of a proposal by IHCDCA, the proposal will be time and date stamped. The proposal will begin to be reviewed when received so as to expedite the review process. All proposals will be reviewed prior to approval being granted to any Respondent.

**IX. ADDITIONAL MATERIALS AND DOCUMENTATION**

Upon request from IHCDCA, each Respondent shall submit any additional materials and documentation reasonably required for IHCDCA's evaluation of the proposal.

**X. REJECTION OF PROPOSALS**

IHCDCA reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and that demonstrate an understanding of the HEC Program's weatherization of shelters. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

**XI. NOTICE OF AWARD**

A statement of findings and decision shall be provided to all Respondents by email upon completion of the evaluation of these competitive service proposals.

**XII. AVAILABILITY OF FUNDS**

The award of a contract and any allowed renewal or extension thereof, is subject to federal funding availability and is issued at the discretion of IHCDCA and the State of Indiana.



## **SECTION II: SCOPE OF WORK**

### **I. PROGRAM STRUCTURE**

IHCDA will administer the shelter weatherization program and will contract with an Awardee from this RFP and an Awardee from the RFP for Weatherization Contractors for Shelters to audit and install measures on the forty-one (41) identified shelters across the state. The two (2) Awardees will coordinate their work schedules and track shelter work progress so as to minimize disruption to shelter operations. IHCDA will periodically and randomly monitor work being performed on shelters.

The individual steps of the program are as follows:

1. The auditor shall set up a structural assessment with the shelter.
2. The auditor shall conduct the structural assessment and submit a work order for structural work to IHCDA.
3. IHCDA shall review the work order and release it to the structural contractor.
4. The structural contractor shall conduct structural work on the shelter per the work order created by the auditor.
5. The auditor shall conduct a final Structural Clearance Audit. IHCDA will hold the structural contractor's invoice until the auditor clears the work.
  - a. If, upon inspection, the structural work was completed effectively and in compliance with installation standards, the auditor will clear the work and IHCDA will pay the structural contractor's invoice for the work completed.
6. If, upon inspection, the structural work was not completed effectively or in compliance with installation standards, the auditor shall notify IHCDA, who will in turn notify the structural contractor of any additional work or corrections that need to be completed. The auditor will then re-inspect the work and either clear it or notify IHCDA of any existing issues.
7. The auditor shall conduct the initial weatherization audit. This can be conducted immediately following the structural assessment so long as there are not any issues with the structural work that would compromise the integrity of the diagnostic tests results.
8. The auditor shall submit a work order for weatherization measures to IHCDA for its approval. Upon approval from IHCDA, the auditor shall submit the work order to the weatherization contractor. At this point, tracking of the progress of the work being completed on the shelter is the responsibility of the auditor. All coordination efforts from this point forward will be facilitated by the auditor working directly with the weatherization contractor.
9. The weatherization contractor shall perform all HVAC work per the work order and shall notify the auditor upon completion.
10. The auditor shall perform an interim audit on the shelter. Once all measures are cleared, the auditor shall contact the weatherization contractor to proceed with shell measures identified on the work order.
11. The weatherization contractor shall complete all shell work required and notify the auditor that work has finished. The auditor conducts a final audit on the shelter.
  - a. If, upon inspection, the auditor determines that the work was completed effectively and in compliance with installation standards, the auditor clears the work and submits the file to IHCDA for review.
  - b. If, upon inspection, the auditor determines that the work was not completed effectively or in compliance with installation standards, the auditor shall notify

the weatherization contractor of the corrections that need to be completed. After the weatherization contractor finishes the corrections outlined by the auditor, the auditor shall re-audit the shelter and either clear the work and submit the file to IHCDCA or contact the weatherization contractor again to make corrections.

12. After the final audit clears, the auditor shall submit an invoice to IHCDCA for payment.

## **II. SERVICES PROVIDED**

Though IHCDCA expects Respondents to be able to cover all areas of the state with shelters, Respondents may submit their Response in partnership with another company or with the intent to sub-contract either of the services outlined below.

1. **Heating, Ventilation, and Air Conditioning (HVAC):** Respondent must be able install, repair, clean, and tune HVAC systems in compliance with the HEC Program standards. Respondent must also be able to conduct all necessary diagnostic testing on HVAC units required by the HEC Program.
2. **Shell Work:** Respondents be able to align thermal and pressure boundaries through the insulation of attics, sidewalls, and/or basements or crawlspaces, as applicable and prescribed by the auditor's work order. In addition Respondent must be able to perform pressure balancing, duct sealing, and blower door directed air sealing.
3. **Other Weatherization Measures:** Respondents must be able to provide other minor weatherization tasks, including but not limited to: air sealing, properly wrapping water heaters, installing compact fluorescent light bulbs (CFL) and installing aerators.

## **III. TRAINING**

All contractors working under this contract must complete the training requirement specified in Attachment C- Training Requirements for Auditors.

## **IV. PROGRAM PERIOD**

All work for bid in this RFP must be completed by December 31, 2011 with no option for extension.

## **V. MONITORING AND REPORTING**

IHCDCA monitors will inspect ten percent (10%) of all units weatherized. The Awardee must make staff available to IHCDCA monitors for training sessions, on-site performance reviews, and/or other instances deemed necessary by IHCDCA.

IHCDCA monitors will issue monitoring reports to the Awardee of findings and concerns that must be corrected before the shelter can be cleared. Awardees must respond to the reports in allotted time frame. Failure to respond in a timely or with errors or omissions may result in the delay of payment until the identified issue is fixed or non-payment of the claim.

## **VI. PAYMENT TERMS**

The Awardee shall submit an invoice to IHCDCA upon completion and clearance of a shelter. Payment will not be made to an Awardee until all audits and installation of weatherization measures are complete. Respondents must be able to financially support work prior to first

payment. Reimbursements will be made within a thirty (30) day period. Late or incorrect payments will delay the payment schedule. Failure to meet benchmarks may also result in delayed or non-payment of claims.

### **SECTION III: PROPOSAL INSTRUCTIONS**

#### **I. ITEMS TO BE INCLUDED IN THE PROPOSAL**

The Response must include the following sections, in this order, to be considered complete:

- Attachment G- Cover Page
- Executive Summary Statement on Company Letterhead signed by the President/CEO/Owner
- Table of Contents
- Attachment H- Capacity of Potential Providers Response Template
- Attachment I- Project Budget Proposal
- Attachment K- Response Submission Acknowledgments and Signature Page
- Respondent's Conflict of Interest Policy
- Respondent's Financial Statements

#### **II. SUBMISSION FORMAT**

Respondents should submit one original Response and an electronic copy of the Response, submitted either by email to [iwx@ihcda.in.gov](mailto:iwx@ihcda.in.gov) or on CD with the original Response. The deadline for accepting Responses is Friday, December 10 at 5:00 PM Eastern Time. Original Responses may be mailed or hand delivered to:

Indiana Housing and Community Development IHCD  
30 South Meridian Street, Suite 1000  
Indianapolis, IN 46204  
ATTN: HEC Shelter Program- Auditing Services Response

All Responses will be time and date stamped upon their arrival in our office. Late Responses shall not be considered. Responses submitted but not containing all of the items listed in Section III, Part I above will be considered incomplete and will be withdrawn from the review process.

Responses should be formatted as follows:

- Respondents should complete and submit the response templates provided in the attachment section, where applicable.
- Responses must be submitted in a 3-ring binder or bound. No loose-leaf responses will be accepted.
- Sections must be tabbed.

#### **III. GUIDE TO ANSWERING ATTACHMENT H- CAPACITY OF POTENTIAL PROVIDERS RESPONSE TEMPLATE**

Respondents must submit a narrative response using Attachment H- Capacity of Potential Providers Response Template. **All questions must be answered in the yellow boxes on the template provided as Attachment H.** Narrative proposals not answered on the Attachment H template will not be considered. The explanations below serve as a guide to the corresponding questions in Attachment H.

Attachment H- Capacity of Potential Providers Response Template is organized as follows:

- I. **Experience-** IHCDCA is looking for a Respondent that can demonstrate proficiency in energy auditing or energy efficiency services so as to minimize the time needed to acclimate to the terminology, skills, and focus of weatherization. Respondents should use this section to prove to IHCDCA that its company's background logically supports the type of work solicited in this RFP.
- II. **Quality Assurance and Evaluation-** IHCDCA is looking for Respondents with a proposed control system that will ensure all audits are done in a consistent and quality manner. Respondents should detail a proposed plan for the entire audit process (structural assessment through final audit). Respondents should also explain how it ensures that funds are used only for authorized purposes. This should not only include internal checks, but also checks on contractors' work.
- III. **Service Delivery Plan-** IHCDCA is looking for a Respondent with a good administrative system to ensure a smooth service delivery. IHCDCA will use this information in this section as a way to measure a company's overall capacity. Explanations for individual questions in Part III of Attachment H are below:

*Question 1-* Respondents should describe each employee's individual roles and responsibilities and describe how and where each person fits into the success of the overall administrative process.

*Question 2-* If they plan to sub-contract any part of the work outlined in this RFP upon award, Respondents should describe its process for hiring qualified and skilled sub-contractors. Detail the procurement process that will be used to hire sub-contractors.

*Question 3-* Respondents should describe in detail its proposed administrative system. IHCDCA is looking for a Respondent with an efficient and effective scheduling system, tracking system, and reporting system that will both minimize the disruption to the everyday operations of the shelter and the time between building assessment and completion. In the "performance plan" column, Respondents should describe how the action item will be carried out. There are common breaks between actions that are described in the "timeframe" column of the table. Respondents should project the number of days it will take to carry out the items described.

*Question 4-* Respondents should describe the strategy by which they will install energy efficiency measures in shelters throughout the state. That is, will contractors move from region to region, will contractor teams be assigned to work in a specific region, will contractors be assigned in rotation as work is scheduled, etc. In addition to outlining the installation process, Respondents should explain why their process will maximize the efficiency of the audit process.

*Question 5-* Respondents must list all contractors or contracting teams that will be involved with the shelter weatherization process and list how many units per week each contractor or team can complete. IHCDCA is looking for Respondents with the capacity to take on this project and begin working soon after the contract is signed.

*Question 6-* Respondents should chart out their production goals on the table to show IHCDa how they will manage the workload of the shelter weatherization project. Respondents should mind the lead time between scheduling each work day and completing it. Respondents should plan on installing weatherization measures on all 41 shelters. Use Appendix J- Approved Shelters to assist with planning.

*Question 7-* IHCDa is looking for Respondents that either have construction equipment ready for immediate use on this project or that can procure auditing equipment quickly so as to start auditing shelters as soon as possible upon receipt of contract. Respondents that currently own the necessary equipment related to this RFP should include an inventory list of all equipment. Respondents should also include in the list any equipment and the number of each item they would buy upon receipt of a contract. Respondents should denote which equipment they currently own and which equipment they will buy upon receipt of a contract in the appropriate column.

*Question 8-* Respondents should detail the procurement procedure it will utilize for obtaining additional equipment for use in this contract or sub-contractors.

*Question 9-* Respondents should describe how it will cover all areas of the state where shelters are located.

*Question 10-* Although training beyond IHCDa's requirement is not mandatory, IHCDa is interested if additional training is offered by the Respondent. This could be mentor/assistantships, etc.

- IV. **Financial Information-** IHCDa is looking for a Respondent with specific and organized financial management systems in place to ensure fiscal responsibility and diminish chances of waste, fraud, error, or abuse. IHCDa also wants to make sure that Respondents are financially capable of handling a project that works on a reimbursement basis.

## **SECTION IV: PROPOSAL EVALUATION**

### **I. REVIEW PROCESS**

All applications will be reviewed and evaluated by appropriate IHCD staff. The proposed Awardee(s) will be presented during a public hearing and presented to the IHCD Board of Directors for approval. IHCD anticipates making award decisions on or about December 29, 2010.

IHCD reserves the right to request clarifications on submitted Responses. IHCD also reserves the right to conduct Response discussions, either oral or written, with those Respondents determined by IHCD to be reasonably competitive for award. These discussions could include requests for additional information, request for cost or technical Response revision, or other items in IHCD's sole discretion. Additionally, in conducting discussions, IHCD will not disclose individual Response details to any other Respondent but may disclose summary information to all Respondents. Discussions, along with negotiations with responsible Respondents, may be conducted for any appropriate reason.

### **II. GOOD STANDING**

All Respondents and subcontractors must be in good standing with the Indiana Secretary of State. Respondents barred from federal contracting according to the federal register are prohibited from applying. Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State. The Respondent agrees that IHCD may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that IHCD may bar the payments to offset such obligations, and withhold further payments until the entity is current in its liability to the State of Indiana and has submitted proof of such payment to the State.

### **III. BACKGROUND CHECK**

All Respondents are subject to an organizational background screen by IHCD. Individuals working in the HEC Program are subject to background checks by IHCD as identified in Attachment C, Training Requirements of Auditors and Contractors.

### **IV. CONFLICT OF INTEREST**

Respondent must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, Respondents affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Respondent's proposal or immediate termination of an Awardee's Contract. An award will not be made where an actual conflict of interest exists. IHCD will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCD, should IHCD select Respondent. Further, IHCD reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

Respondents are asked to submit with their application a copy of their organization's Conflict of Interest Policy, and the procurement procedures applicable to all sub-contractors with whom they do business.

**V. SELECTION CRITERIA**

Evaluation of all proposals will be done by IHCD and its counsel. Those proposals that demonstrate experience and capacity to efficiently perform audit services for shelters will be selected for further consideration. Separate negotiations will then be conducted with each selected Respondent to discuss the details of its proposal. At the conclusion of these negotiations, IHCD will conduct a final round of reviews to select an audit service provider. Final selection for awards will be at the discretion of IHCD.

**SECTION V: ATTACHMENTS**

**I. SUMMARY OF ATTACHMENTS**

- Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters
- Attachment B- Waiver Audit Priority List
- Attachment C- Training Requirements for Auditors and Contractors
- Attachment D- RFP Award Appeals Process
- Attachment E- Sample Contract Boilerplate
- Attachment F- Confidentiality Statement
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# **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

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# **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

## **A. Site Conditions**

### **1. Site Drainage**

- a. There shall be positive surface water drainage away from all dwellings.

### **2. Concrete and Masonry**

- a. Cracks in concrete and/or masonry porches, steps or landings more than ¼ inch wide and change in elevation more than ½ inch tall shall be corrected.
- b. Foundations: Cracking, spalling, excessive bowing (bulges vertically), sweeping (bulges horizontally), leaning, and mortar deterioration shall be corrected. Cracks 1/8 inch and larger shall be corrected.

### **3. Accessory Buildings**

- a. Health and/or Safety issues shall be corrected.

### **4. Trees and Shrubs**

- a. Landscaping shall not pose any health or safety hazard.
- b. Trees near the foundation shall not cause an immediate or potential drainage and/or structural problem.
- c. Excessive bushes and trees shall not cause health or safety hazards (overgrown areas).
- d. Dead branches and/or trees, which pose a hazard of falling and/or causing personal harm or property damage, shall be removed.

### **5. Refrigerator/Stoves**

- a. It is recommended that the appliance(s) be replaced if any of the following conditions exist:
  - 1. Broken or missing shelving.
  - 2. Deteriorated seals.
  - 3. Health and safety hazards.
  - 4. Coolant leaks from the refrigerator.
  - 5. Missing hardware (handles, controls knobs).
  - 6. Inefficient or inoperable.

## **B. Exterior Wall Assembly Standards**

- a. All exterior walls shall be reasonably weather tight as to prevent moisture from entering the building and preventing heat from leaving the building.
- c. All siding and exterior wall coverings shall be free of loose, cracked, broken and/or missing sections.
- d. Painted surfaces shall be free of deteriorated paint.
- e. Crawl space access panels and vents shall be in good repair.
- f. Basement/Cellar doors and access panels shall be in good repair.

## **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

### **C. Floor Standards**

#### **1. Wood Floor Standards**

- a. Floors shall not excessively sag or become springy when live or dead loads are applied.

#### **2. Floor Sheathing**

- a. Sheathing shall be in good repair and free from structural defects and tripping hazards.

#### **3. Floor Finishes**

- a. Floor finishes shall be in good repair, securely fastened, and free of any tripping hazards.
- b. Sub-flooring and cement floors, in living spaces, shall be covered with carpeting or other approved floor finishes.

#### **4. Toilet, Bath, Shower, and Kitchen Spaces**

- a. When a new floor finish is installed in the kitchen, it shall extend under moveable appliances, including stoves and refrigerators.

### **D. Windows and Doors**

#### **1. Windows**

- a. Windows that are cracked have broken or missing panes, or are inoperable shall be repaired or replaced.
- b. Any deteriorated components of window units shall be corrected.
- c. All windows shall have properly operating locks and hardware.
- d. Damaged storm windows or screens creating a possible safety hazard shall be repaired or removed.

#### **2. Interior/Exterior Doors**

- a. All door hardware shall be present and in good working condition.
- b. Interior and exterior doors shall be in good condition.
- c. Door units shall be weather-stripped to prevent air infiltration.
- d. Doors shall be located in the following areas: attic areas where there is a staircase, bathrooms, shower rooms, and basement entrances.

### **E. Partition Standards**

#### **1. Wall Coverings**

- a. All wall coverings shall be securely fastened to the wall assembly.
- b. Wall coverings shall be free from excessively loose material, large gouges, holes, and cracks.
- c. All defective paint and excessive amounts of loose or torn wallpaper shall be corrected.

# **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

## **2. Bathrooms and Kitchens**

- a. Bathtubs with installed showerheads and in shower compartments shall be finished with a nonabsorbent surface. Such wall surfaces shall extend to a height of not less than six feet above the floor.
- b. If mildew is present, measures shall be taken to prevent future mildew as well as removing the current mildew.

## **F. Stair Standards**

### **1. Stairs**

- a. Staircases and stairwells shall be in good repair.
- b. Stairs shall not pose a tripping hazard.
- c. Deteriorated, missing or otherwise defective tread, risers, stringers or the supporting structure shall be corrected.

### **2. Illumination**

- a. All exterior and interior stairways shall be provided with illumination of the stairs, landings, and treads.
- b. Exterior stairways shall have an artificial light source located in the immediate vicinity of the top landing of the stairway.
- c. Exterior stairways providing access to a basement from the outside grade level shall have an artificial light source in the immediate vicinity of the bottom landing of the stairway.
- d. The control for the illumination of interior stairways shall be accessible in habitable areas without traversing any step of the stairway. The control for the illumination of exterior stairways shall be located inside the dwelling unit. Lights that are continuously illuminated or automatically activated are exempt from the control standards.

### **3. Handrails and Guardrails**

#### **Handrails**

- a. All interior and exterior stairways having three or more risers must have at least one handrail. Spiral and winding stairways shall have a handrail on the outside perimeter.
- b. Handrails shall have a height of no less than 34 inches and no more than 38 inches, and shall be in good repair. Handrails shall be securely fastened to the floor and/or wall to support loads applied by people using the rails.

#### **Guardrails**

- a. All unenclosed floor and roof openings, open sides of stairways, landings and ramps, balconies, decks or porches that are more than 30 inches above grade or floor below, and roofs used for other than service of the building shall be protected by a guardrail.

## **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

- b. Guardrails shall be at least 36 inches in height. Existing guardrails lower than 36 inches shall be increased or corrected to raise their height to at least 36 inches. The cross section of the rail grip should be at least  $1\frac{1}{4}$  inches and no more than  $2\frac{7}{8}$  inches in size. Guardrail openings shall be spaced so that a sphere 4" in diameter cannot pass between the rails.

### **G. Ceiling Standards**

#### **1. Ceiling Performance**

- a. Ceiling framing shall be in good repair and free from structural defects.
- b. Acoustical tile and suspended ceilings shall be in good repair.
- c. Ceilings that excessively sag shall be corrected.
- d. Any bulging, holes, or loose plaster shall be corrected.

#### **2. Attic Access**

- a. Existing access panels shall be weatherized and provide a weather-tight seal between the conditioned and unconditioned space.

#### **3. Insulation Clearance**

- a. Combustible insulation shall be at least three inches from recessed lighting fixtures, fan motors, and other heating devices. However, when heat producing devices are listed for lesser clearances, combustible insulation complying with the listing requirements may be located at the distance specified by the heat producing device.

#### **4. Exhaust Ducts and Plumbing Stack Terminations**

- a. All plumbing stacks shall continue through the roof, wall, or gable and not terminate in the attic. Plumbing stacks shall be in good repair.
- b. Exhaust ducts shall be in good repair and continue through the roof, wall, or gable and not terminate in the attic.

### **H. Roofs**

#### **1. Re-roofing**

- a. Roof repairs to existing roofs and roof coverings shall comply with the provisions of the Indiana State Building Code.
- b. Standing-Seam metal roof systems, that are designed to transmit the roof loads directly to the buildings structure system and that do not rely on existing roofs and roof coverings for support, and comply with all provisions of the Indiana State Building Code, shall not require the removal of existing roof coverings.

#### **2. Sheathing**

## **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

- a. Sheathing that is sagging, buckling, rotted, or not structurally sound shall be repaired and/or replaced. Visual signs of deterioration include obvious delamination or deterioration, the existence of water stains, dark patches, mold spores, insect holes and charring of the sheathing and roof structure.

### **3. Underlayments and Moisture Barriers**

- a. Where shingles or sheathing need to be repaired or replaced, the underlayment and moisture barrier must also be replaced.
- b. For roof slopes from 2 units vertical in 12 units horizontal (17% slope) up to four units vertical in 12 units horizontal (33% slope) underlayment shall be two layers cemented together. For roof slopes 4 units vertical in 12 units horizontal (33% slope) or greater, underlayment shall be one layer. The felt paper must be rolled and fastened according to manufacturer's directions. Successive courses shall be overlapped 2 inches, and fastened properly.

### **4. Shingles**

- a. Shingles must be replaced if one of the following exists: missing, excessive curling, cupping, or deterioration.
- b. Shingles installed on a roof slope below State Building Code requirements for shingles shall be removed and an approved covering installed.

### **5. Flat Roofs**

- a. Punctured, cracked, blistered, wrinkled, or otherwise distressed areas shall be corrected.

### **6. Flashing**

- a. Flashing shall be in good repair and used wherever the roof abuts a wall or vent, around other extensions through the roof, and around masonry chimneys.

### **7. Gutters & Downspouts**

- a. Missing, sagging, or deteriorated gutters must be repaired or replaced.
- b. Wood is only acceptable if required by Department of Natural Resources – Division of Historic Preservation & Archeology.
- c. Downspouts shall be color coordinated with gutters and shall be proportional in size to the drainage needs of the roof.
- d. Gutters shall be supported as per the manufacturer's specifications with spikes and ferrules, wrap-around straphangers, or with hidden hangers.
- e. Downspouts shall be securely attached to the house and connected to an exterior drainage system if one exists or installed in such a manner that storm water will drain away from the house and not result in washing, erosion, or damage to the foundation of the house. If there is no drainage system present, splash blocks or leaders shall be present.

### **I. Chimney Standards**

# **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

## **1. General Performance**

- a. Any operable chimney must meet all applicable chimney requirements.
- b. When an existing chimney is found not fit for its intended application it shall be repaired, rebuilt, lined, relined, or replaced with a vent or chimney to conform to the applicable code.
- c. Inoperable and/or deteriorated chimneys, which pose a health/safety risk, shall be corrected or removed.
- d. All empty or cracked mortar joints, including those in interior areas, such as basements and attics shall be tuck-pointed.
- e. Solid fuel burning chimneys, for burning of wood or coal, shall be provided with spark arrestors (screens).

## **2. Flue Lining**

- a. All operable chimneys shall have flue liners in good condition.

## **3. Chimney Hood**

- a. The chimney hood shall have a height above the vent of at least 25 percent of the narrowest dimension of the vent. Hoods shall also be free from spalling or rust.
- b. Minor spalling shall be repaired. If more than small portions are spalling, the hood shall be replaced. If a metal chimney hood has excessive rust, it shall be replaced.

## **J. Electrical**

### **1. General**

- a. There shall be a minimum service of 100-ampere per dwelling unit.
- b. Fused service panels shall be replaced by a panel with circuit breakers.
- c. Open ports within a panel box shall be properly concealed.
- d. Service-drop conductors shall meet the applicable code requirements.
- e. All circuits within the panel-box shall be identified and labeled.
- f. All wiring in basements, attics and/or garages shall be properly secured.
- g. Whereas a bathroom does not have a receptacle, one shall be installed in accordance with the Indiana State Building Code. Half-bathrooms are exempt from this requirement.
- h. All counter-top receptacles, in the kitchen, shall be GFCI protected.
- i. All bathroom and exterior receptacles shall be GFCI protected.
- j. All 240-volt appliances or equipment except baseboard heating units shall be on separate circuits.
- k. All wall or ceiling light fixtures and/or ceiling fans shall be securely installed.

### **2. Wiring**

- a. Existing wiring and equipment shall be in proper operating condition and pose no health or safety risk.
- b. All wiring in areas other than the basement, unused attic areas, and garages shall be run in walls, wire mold or in conduit.

## **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

- c. A new or old service shall be grounded to a ground rod.
- d. Circuit extensions made with flexible cord wiring in lieu of permanent wiring shall be eliminated.
- e. Copper wiring shall have proper connections to aluminum wiring. It is recommended that aluminum wiring be replaced with copper wiring when possible.

### **3. Receptacles**

- a. All damaged or inoperable receptacles shall be replaced. Broken cover plates shall be replaced.
- b. Replacement of an existing non-utility or non-appliance two-prong receptacle may be with a 15-ampere non-grounding type receptacle.
- c. New or existing grounding type receptacles must be grounded or meet the current requirements of the Indiana State Building Code.
- d. Existing baseboard receptacles properly set are acceptable.
- e. Any equipment or appliances with grounded plugs shall have immediate access to a proper size grounded receptacle.

### **4. Lighting**

- a. A permanently installed light fixture controlled by a wall switch is required in the kitchen, bathroom, basement, stairwells, and hallways. There shall also be a light fixture to provide illumination for the exterior means of egress.
- b. Light fixtures shall be installed properly and have a shield/globe installed.

## **K. Plumbing**

### **1. Water Distribution System**

- a. Please ensure that anyone performing plumbing work meets the proper licensing requirements as required by the State of Indiana or local jurisdictions.
- b. Dwelling units shall be served by an approved sanitary sewage disposal system.
- c. Leaking drain or supply lines, the presence of lead piping, failed polybutylene joints or pipes, low water pressure, or corroded or broken pipes shall be repaired or replaced. Any cross connections or siphonage between fixtures shall be corrected.
- d. There shall be a properly operating main shut-off valve on the house side of the meter. The shut-off valve shall be checked to make sure that it is not frozen into the open position.
- e. Replacement sill-cocks shall be freeze-proof and/or have a shut-off valve located and in accordance with the Indiana State Building Code.

### **2. Drain, Waste, and Vent System**

- a. Leaks; clogged, slow, or non-working drains; or odors and any cross connections or siphonage between fixtures shall be corrected. Supplies that are located below the overflow drain must be corrected.
- b. Horizontal drainage piping shall be installed in uniform alignment at uniform slopes.



## **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

- c. The size of drainage pipe shall not be reduced in the direction of flow. A 4-inch by 3-inch water closet connection shall not be considered a reduction in size.

### **3. Hot Water Supply System**

- a. Each dwelling unit shall have a water heater located, equipped, and installed in accordance to the Indiana State Building Code.
- b. A discharge pipe, no less than the diameter of the relief valve inlet, shall be installed not less than six inches from the floor. The end of the discharge pipe shall not be threaded.

### **4. Fixtures and Faucets**

- a. Kitchen Sink. Any sink rusted, severely chipped or with badly worn enamel or not in good repair shall be corrected.
- b. Lavatory Sink. A rusted, severely chipped or badly worn enamel or not in good repair shall be corrected. The lavatory sink may be located in the same room as the flush water closet, or, if located in another room, it shall be in close proximity to the water closet compartment.
- c. Bathtub/showers. A rusted bathtub and/or shower unit or one that is chipped or has badly worn enamel, or not in good repair shall be corrected.
- d. Flush Water Closet. The water closet shall be in good repair and securely installed. All water closets, existing or newly installed, shall have a functioning shut-off valve.

## **L. HVAC Standards**

### **1. Controls**

- a. Each thermostat shall be functional and user friendly.
- b. Each gas and oil combustion system shall have a master switch that serves as an emergency shutoff for the HVAC burner. The switch shall be easily accessible by the client in case an emergency shutoff is necessary. The switch shall also be in the line of sight of the appliances it controls.

### **2. Fuel Supply**

#### **Piping**

- a. Piping shall be properly supported, but not supported by other piping. A sediment trap shall be located as close as practical to the inlet of each combustion appliance (illuminating appliances, ranges, dryers, and outdoor grills need not be equipped). Shutoff valves shall be installed where required by the Indiana State Building Code and have easy access, be user friendly, and be protected from damage.
- b. Piping shall be supported with appropriate hangers for the size of pipe. Supports shall be at such an interval and strength to prevent or dampen excessive vibration. Pipe supports shall be installed so movement of the pipe being supported will not detach them.

## **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

### **3. Combustion Heat (Forced Air Systems only)**

#### **Basic Conditions**

- a. The unit must have the minimum manufacturer's requirements in front of the unit for maintenance. The unit shall also be free from rust or other physical damage. The heat exchanger must be free from cracks or other openings. Barometric draft regulators shall be located above the unit or on the vent or vent connector in oil burning appliances.
- b. The heating system must be capable of heating all habitable rooms, bathrooms, and water closets to a temperature of at least 70° F for a local design temperature at a distance of 36 inches above floor level.
- c. Combustion air requirements shall be in accordance with the Indiana State Building Code.

#### **Vents**

##### **General Conditions**

- a. Vents shall be sized to properly exhaust all combustion products outdoors. Vents shall also consist of the appropriate vent type for the combustion appliance(s) being vented. Vents shall be free from damage or rust and be tightly connected.
- b. Vents shall be properly supported so that they are generally vertical and comply with the listed clearance to combustible materials of the vent.
- c. Direct vent sealed combustion; power venting, and other approved methods of venting are permitted if they are installed according to manufacturer's instructions.

##### **Vent Termination**

- a. Gas vents 12 inches or smaller must terminate at least 8 feet from a vertical wall or other similar obstruction and have a minimum height (from highest roof penetration to lowest discharge opening) according to the Indiana State Building Code. All other gas vents must terminate at least 2 feet from the highest point where the vent passes through the roof and at least 2 feet higher than any portion of a building within 10 feet.
- b. Type B or L vents shall terminate at least 5 feet above the highest connected draft hood or flue collar. Vents must terminate vertically unless direct vent sealed combustion, power venting, or other approved methods of horizontal venting are used and installed according to manufacturer's instructions.

##### **Vent Connectors**

- a. Vent connectors shall be sized to properly vent combustion products. Vents shall also consist of the appropriate vent type for the combustion appliance(s) being vented. Vents shall be free from damage or rust and be tightly connected. All segments of vent connectors shall be accessible at all times.
- b. Vent connectors shall be properly supported and have a minimum slope of  $\frac{1}{4}$  inch per foot and comply with the listed clearance to combustible materials of the vent.

## **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

### **4. Electric Heat**

#### **Observable heat source**

- a. All heating elements shall be functional. Heating units shall also be in good condition. The heating system must be capable of heating all habitable rooms, bathrooms, and water closets to a temperature of at least 70° F for local design temperatures at a distance of 36 inches above floor level. Heating elements shall have good connections and no damaged or charred wires. Aluminum shall not be used as wiring unless specified by the manufacturer.
- b. Any heating element that does not adequately heat shall be checked to make sure the connections to the element are satisfactory and that the relay is not malfunctioning.

### **5. Cooling**

- a. Central air conditioners shall be in good, working condition.
- b. Unit/Window and Packaged terminal air conditioners shall have a tight seal around the unit and be properly supported. Unit/Window air conditioners shall also be properly grounded.
- c. If a heat pump is equipped with a reversing valve, it shall function properly.
- d. Bent fins on air conditioners should be combed to straighten them. The condensation shall be properly drained so that moisture problems are not created. Fiberglass shall not be used as an air sealant around window/unit air conditioners. Both indoor and outdoor coils should be clean. Suction lines should also be insulated to prevent possible moisture problems.
- e. A disconnecting means shall be installed in accordance with the Indiana State Building Code.

### **6. Distribution Systems**

- a. The following conditions shall be followed:
  1. Duct systems shall be intact, supported properly, and well sealed.
  2. Air shall be allowed to flow freely from supply registers into return registers.
  3. When furnaces are converted from a gravity fed heating system to a forced air system the duct system should be reconfigured and properly sized so that the heating system functions properly.
  4. Duck tape shall not be used to seal or connect ducts.
- b. When possible, supply and return registers shall be located in the same room, except for bathrooms or kitchens. No returns should be located in bathrooms and kitchens. If supplies and returns cannot be in the same room, measures must be taken to allow for air to flow from supplies to a return even if doors are closed separating the rooms. Grills and louvers are two methods of allowing air to flow from room to room.

## **M. Ventilation**

### **1. Minimum Ventilation Standards**

- a. All habitable rooms shall be provided with natural or mechanical ventilation.
- b. Louvers, windows and doors shall be able to let air pass freely between the room and the outdoors.

## **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

- c. Exhaust fans must terminate outdoors and not in the attic. Excessive amounts of exhaust ductwork shall be avoided.

### **Bathrooms**

- a. Bathrooms that have a tub or shower shall be ventilated.
- b. Windows must have at least 1.5 square feet of area that air can pass through if mechanical ventilation is not available.
- c. Ventilated air shall be exhausted directly outside and not terminate in any other part of the building.
- d. Any ductwork passing through attics shall be insulated.

## **2. Clothes dryer exhaust**

### **General**

- a. Dryer exhaust systems shall be independent of all other systems; shall convey the moisture to the outdoors and shall terminate on the outside of the building. Screens shall not be installed at the duct termination. Transition ducts shall not be concealed within construction.
- b. Exhaust ducts shall not be connected with sheet-metal screws or fastening means which extend into the duct.
- c. Exhaust ducts shall be equipped with a backdraft damper.
- d. Exhaust ducts shall be constructed of minimum 0.016-inch thick rigid metal ducts, having smooth interior surfaces with joints running in the direction of the airflow.
- e. Flexible transition ducts used to connect the dryer to the exhaust duct system shall be limited to single lengths, not to exceed eight feet in length, and shall be listed and labeled in accordance with UL 2158A.
- f. Exhaust duct terminations shall be in accordance with the dryer manufacturer's installation instructions.

### **Lint collector**

- a. All ducts expelling lint shall be provided with a lint collector unless the dryer is already equipped with one.
- b. Lint collectors shall be installed according to manufacturer's instructions.

### **Exhaust duct size**

- a. The minimum diameter of the exhaust duct shall be as recommended by the manufacturer and shall be at least the diameter of the appliance outlet.

### **Exhaust clearance**

- a. Exhaust ducts for clothes dryers shall have a clearance of at least one inch from combustible materials.

## **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

### **Length limitation**

- a. The maximum length of a clothes dryer exhaust duct shall not exceed 25 feet from the dryer location to the wall or roof termination. The maximum length of the duct shall be reduced by 2.5 feet for each 45-degree turn and 5 feet for each 90-degree turn. The maximum length of the exhaust duct does not include the transition duct.

### **3. Range Hoods**

- a. Range hoods for gas stoves that discharge to the outdoors must be through a single wall duct. The duct serving the hood shall be airtight and shall be equipped with a backdraft damper. Ducts serving range hoods shall be constructed of galvanized steel or stainless steel and not terminate in an attic or crawl space or areas inside the building.
- b. Variations can be made where installed in accordance with the manufacturer's installation instructions, and where mechanical or natural ventilation is otherwise provided

### **4. Overhead exhaust hoods**

- a. Overhead exhaust hoods shall discharge to the outdoors and shall be equipped with a backdraft damper. Broiler units incorporating an integral exhaust system, and listed and labeled for use without an exhaust hood, need not be provided with an exhaust hood.
- b. Domestic open-top broiler units shall be provided with a metal exhaust hood, not less than 28 gauge, with a clearance of not less than 0.25 inch between the hood and the underside of combustible material or cabinets. A clearance of at least 24 inches shall be maintained between the cooking surface and the combustible material or cabinet. The hood shall be at least as wide as the broiler unit and shall extend over the entire unit and be centered over the unit

## **N. Fire Safety**

### **1. Emergency Escape and Rescue Openings**

- a. Emergency escape and rescue opening shall comply with the Indiana State Building Code.

### **2. Exits**

- a. Exits shall comply with the Indiana State Building Code.

### **3. Smoke Alarms**

- a. Individual dwelling units shall be provided with smoke alarms as required by the Indiana State Building Code.

## **O. Hazardous Materials**

### **1. Asbestos**

## **Attachment A- IHCD Rehabilitation Standards for Structural Assessment of Shelters**

- a. The Local or State Health Department should be contacted regarding any questions concerning the proper treatment and/or disposal of any material possibly containing asbestos.

### **2. Lead-Based Paint** – See current IHCD Lead-Based Paint regulations.

## **P. Energy Efficiency**

### **1. Exterior Walls**

- a. Walls should be insulated in accordance with the Indiana State Building Code when any of the following activities occur:
  1. New walls,
  2. Walls that have become exposed during rehabilitation, and
  3. If the exterior covering is removed.

### **2. Attics/Ceilings**

- a. Attic areas are recommended to have a minimum of R-38 insulation.
- b. Any attic walls that connect to an interior space are recommended to be insulated at a minimum of R-18.
- c. Insulation should be installed in accordance to manufacturer's specifications. All insulation in the attic should meet the appropriate fire safety codes. Thorough air sealing of the attic floor must be accomplished prior to addition of insulation.

### **3. Ductwork**

- a. All supply and return air ducts and plenums shall be insulated with a minimum of R-5 insulation when located outside the thermal boundary and with a minimum of R-8 insulation when located outside the building envelope.

### **4. Piping**

- a. All piping serving as part of a heating or cooling system shall be thermally insulated in accordance with the Indiana State Building Code.

### **5. Air Sealing**

- a. Exterior joints, seams or penetrations in the building envelope, that are sources of air leakage, shall be sealed.

## **Q. Special Needs**

1. Please refer to the Indiana State Building Code for uniform design, construction and alteration of buildings, so that physically handicapped persons will have ready access to and use of them in accordance with the Architectural Barriers Act, 42 U.S.C. 4151-4157.

## **Attachment B- Waiver Audit Priority List**

The State of Indiana uses a single priority list for all site-built houses based on the measures specified by NEAT. Measures must be addressed in order as specified on the priority list.

### **ACTIVITY LIST**

#### **HEALTH AND SAFETY**

##### **GENERAL HEAT WASTE**

- Blower door directed heat waste
- Water heater system treatment
- Furnace tune-up
- Lighting

#### **CLIENT EDUCATION**

##### **AIR SEALING MEASURES**

- Insulate un-insulated ceilings
- Insulate ducts outside thermal boundary
- Insulate un-insulated walls
- Insulate partially insulated ceilings
- Insulate box sills
- Insulate foundation/ducts
- Other
- Minor air sealing

## **Attachment C- Training Requirements for Auditors and Contractors**

The necessary training for energy auditors and contractors is outlined in the following paragraphs. All required training will be provided by IHCD. All contractors interested in working with the program should have some experience in energy auditing, HVAC, or insulation.

Once contractors and auditors have been chosen by IHCD to administer the emergency shelter weatherization program they may work with IHCD's training coordinator, Karen Akers, to get employees and contractors into respective auditor and contractor training courses. Participants will only be approved for training if they are recommended by an Awardee.

Individuals interested in becoming energy auditors must complete the following training and testing protocol:

- Pass a background check provided by IHCD.
- Complete an on-line pre-test to determine existing knowledge.
- Individuals will be selected from the test to complete six weeks of on-line and field training.
- Only individuals who have properly completed the six week training course or who are Building Performance Institute Building Analyst certified through the Indiana Community Action Association will be allowed to audit ARRA-funded homes.

Individuals interested in providing weatherization services must complete the following training and testing protocol:

- Pass a background check provided by IHCD.
- Attend 20-hour training course available through either Ivy Tech Community College or AC/C Tech. Information on both of these providers course offerings can be found by going to IHCD's website at <http://www.in.gov/ihcda/2523.htm>.
- Only individuals and/or employees who have properly completed the 20-hour training course or are Building Performance Institute Heating Technician or Building Technician certified through the Indiana Community Action Association will be allowed to work on ARRA funded homes.



## **Attachment D- Request for Proposals Appeals Process**

**Revised on: March 25, 2010**

**Purpose:** To communicate the process for entities or persons responding ("Respondents") to Requests for Proposals ("RFP") issued by Indiana Housing and Community Development Authority ("IHCDA"). Entities or persons who object to or wish to appeal a funding decision made by IHCDA under its RFP process ("Appellants") must follow these guidelines.

**Policy:** IHCDA wants to ensure that the process for making funding decisions is fair, open, and reasonable. Consequently, an appeal process is available for all Respondents. Appeals may be made only for an alleged violation of applicable law, discrimination or unfair competition/consideration.

**Process:**

1. All Respondents to a RFP will receive written notice of the funding decision, which informs them of the right to appeal the decision based on alleged violations of the selection process that resulted in discrimination or unfair consideration.
2. If the Respondent wishes to appeal the funding decision, the Respondent must provide written notice of the appeal ("Appeal"), addressed and delivered to the Compliance Officer, within 10 business days of the written notice of the funding decision.
3. The Appeal must include the stated reasons for the Appellant's objection to the funding decision, which reasons must be based solely upon evidence supporting one of the following circumstances:
  - a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
  - b. Unfair competition or conflict of interest in the decision-making process;
  - c. An illegal, unethical or improper act; or
  - d. Other legal basis that may substantially alter the decision.

IHCDA reserves the right to refuse to consider an Appeal that does not identify specific shortcomings.

4. The Appellant will receive written acknowledgement of receipt of the Appeal within 5 business days of its receipt, noting the day the Appeal was received.
5. An Appeal regarding a decision made by IHCDA will be examined and acted upon by the Compliance Officer within 30 days of their receipt.
6. The Compliance Officer will investigate the allegations stated in the Appeal, and examine the selection process for compliance with the RFP and applicable law.
7. The Compliance Officer, in consultation with the General Counsel, will issue a written response to the Appeal, stating findings with respect to the validity of the grounds specified for the Appeal and the propriety of the decision or process being appealed ("Official Response").

## **Attachment D- Request for Proposals Appeals Process**

8. If the Appellant wishes to protest the Official Response, the Appellant must do so by submitting the grounds for the protest in writing ("Protest") to the Executive Director of IHCD within 5 business days of the date of the Official Response.
9. The Executive Director will review the information considered by the Compliance Officer, as well as the Official Response and Protest, before making a final determination.
10. Within 5 business days from the date of receipt of the Protest, the Executive Director will make a written determination that will serve as the complete and final agency action in response to the Appeal.
11. Appeals and protests should be addressed to:

Compliance Officer/Staff Attorney  
Indiana Housing and Community Development Authority  
30 South Meridian Street, Suite 1000  
Indianapolis, IN 46204

Please note on the lower right hand corner of the envelope the following statement:

**"Appeal Request Enclosed-Please Process Immediately"**

IHCDA will not be responsible for proper delivery of Appeals. It is the responsibility of the entity or person filing the appeal to obtain appropriate documentation of its delivery to the IHCDA Compliance Officer.

## **Attachment E- Sample Contract Boilerplate**

### **PROFESSIONAL SERVICES CONTRACT**

Contract Number AR-011-\_\_WX

CFDA Number 81.042

This PROFESSIONAL SERVICES CONTRACT ("Contract"), entered into by and between the **Indiana Housing and Community Development Authority** (the "IHCDA") and \_\_\_\_\_. (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

#### **1.a Purpose.**

The funds provided to the Contractor under this Contract are to be used for the purposes of the American Recovery and Reinvestment Act of 2009 (the "ARRA"), including without limitation: (a) to preserve and create jobs and promote economic recovery; (b) to assist those most impacted by the recession; (c) to provide investments needed to increase economic efficiency by spurring technological advances in science and health; (d) to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and (e) to stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

Funds supporting this Contract have been provided through the ARRA and are subject to the reporting and operational requirements of the ARRA. The State and the IHCDA make no representations/guarantees about funding beyond the grant period as this is being funded with one time dollars from the ARRA. The recipient of these funds is responsible for record-keeping and reporting requirements under the ARRA. Additionally, each award of funds subject to the ARRA, including subcontractors and sub-grantees, is subject to audit by appropriate federal or state entities. Failure to comply with the terms, conditions and requirements of the ARRA may result in the recapture of the balance of funds awarded.

#### **1.b Duties of the Contractor.**

The duties of the Contractor are set forth in **Exhibit "A"**, attached hereto and incorporated fully herein, and are summarized below:

#### **2. Consideration.**

The Contractor will be paid for services as described more fully in **Exhibit "B,"** attached hereto and made a part hereof. The services must be performed to the reasonable satisfaction of IHCDA, and any deficiency identified by IHCDA's authorized representative shall be corrected as provided in this Contract. Total remuneration under this Contract shall not exceed \$ XXX

#### **3. Term.**

This Contract shall take effect as of **January 10, 2011** ("Effective Date") and remain in effect through **Decemeber 31, 2011**.

#### **4. Access to Records.**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract period, and for

three (3) years from the date of final payment under this Contract, for inspection by the IHCDCA or its authorized designees. Upon request, copies shall be furnished at no cost to the IHCDCA.

#### **5. Assignment; Successors.**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the IHCDCA's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the IHCDCA, provided that the Contractor gives written notice (including evidence of such assignment) to the IHCDCA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

#### **6. Audits.**

Following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by the IHCDCA pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the IHCDCA in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the IHCDCA an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana Board of Accounts or the IHCDCA to be in the best interests of the IHCDCA. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

The Contractor is being paid for services performed under this Contract as an independent contractor and is not a sub-recipient of funds from IHCDCA.

#### **7. Authority to Bind the Contractor.**

The person signing for the Contractor represents that he/she has been duly authorized by the Contractor to sign this Contract and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the IHCDCA.

#### **8. Changes in Work.**

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the IHCDCA. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

## **9. Compliance with Laws.**

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, the ARRA, the Davis-Bacon Act, and the Immigration and Nationality Act (8 U.S.C. 1101 et seq.), and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or amendment of any state or federal statute or promulgation of regulations thereunder after execution of this Contract shall be reviewed by the IHCD and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in I.C. § 4-2-6 *et seq.*, I.C. § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the IHCD may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under I.C. §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the IHCD of any such actions. During the term of such actions, the Contractor agrees that the IHCD may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the IHCD decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The IHCD will consider any extenuating circumstances presented in the Contractor's request and may, in its sole discretion, decide to allow the Contractor to continue or receive work.
- F. The Contractor warrants that the Contractor, its employees, agents, and subcontractors, if any, shall obtain and maintain all required certifications, permits, licenses, registrations and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the IHCD. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the IHCD.
- G. The Contractor affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by I.C. 5-22-3-7:
  - (1) The Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) I.C. 24-4.7 [Telephone Solicitation Of Consumers], (ii) I.C. 24-5-12 [Telephone Solicitations] , or (iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and (B) the Contractor will

not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law.

- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and (B) will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law.

#### **10. Condition of Payment.**

All services provided by the Contractor under this Contract must be performed to the IHCD's reasonable satisfaction, as determined at the discretion of the undersigned IHCD representative and in accordance with Exhibit A and all applicable federal, state, and local laws, rules and regulations. The IHCD shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation. As required by I.C. 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the IHCD Controller.

#### **11. Confidentiality of Information.**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the IHCD.

The parties acknowledge that the services to be performed by the Contractor for the IHCD under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by or on behalf of the IHCD in a computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the IHCD agree to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) or personal information (as defined in I.C. 4-1-11-3) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

#### **12. Continuity of Services. [Intentionally omitted.]**

#### **13. Debarment and Suspension.**

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any

recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the IHCDCA if any subcontractor becomes debarred or suspended, and shall, at the IHCDCA's request, take all steps required by the IHCDCA to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

#### **14. Default by the IHCDCA.**

If the IHCDCA, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

#### **15. Disputes.**

- A. Should any disputes arise with respect to this Contract, the Contractor and the IHCDCA agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the IHCDCA or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no reimbursement claim to the IHCDCA for such additional costs.
- C. If a party to this contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
  1. The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the IHCDCA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
  2. The IHCDCA may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the IHCDCA to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract. The Contractor may not bring suit to collect these amounts without following the dispute procedures contained herein.

#### **16. Drug-Free Workplace Certification.**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the IHCDCA within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the IHCDCA for up to three (3) years.

In addition to the provisions of the above paragraph, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the IHCDCA in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

#### **17. Employment Option. [Intentionally omitted.]**

#### **18. Force Majeure.**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected



party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

#### **19. Funding Cancellation.**

When the Executive Director of the IHCDCA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Executive Director that funds are not available shall be final and conclusive.

#### **20. Governing Laws.**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in courts located in Marion County, Indiana.

#### **21. Indemnification.**

The Contractor agrees to indemnify, defend, and hold harmless the IHCDCA, its agents, officials, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The IHCDCA shall **not** provide such indemnification to the Contractor.

#### **22. Independent Contractor.**

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall be responsible for providing all necessary unemployment and workers’ compensation insurance for the Contractor’s employees.

#### **23. Information Technology Enterprise Architecture Requirement.**

If the Contractor provides any information technology related products or services to the IHCDCA, the Contractor shall comply with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The IHCDCA may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

#### **24. Insurance.**

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from the Contractor’s performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$2,000,000 per occurrence unless additional coverage is required by the IHCD. The IHCD is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned IHCD representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The IHCD will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the IHCD under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the IHCD to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the IHCD upon request.

## **25. Key Person(s). [Intentionally omitted.]**

## **26. Licensing Standards.**

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The IHCD will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the IHCD immediately and the IHCD, at its option, may immediately terminate this Contract.

## **27. Merger & Modification.**

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

## **28. Minority and Women's Business Enterprises.**

The Contractor agrees to comply fully with the provisions of 25 IAC 5 and the Subcontractor Commitment submitted to the IHCD. No changes may be made to the commitment without the written approval of the Minority and Women's Enterprises Division of IDOA.

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MBE/WBE subcontractor where the IHCD took the selection of the MBE/WBE by the Contractor into consideration when issuing the procurement award. The copy of the agreement must be submitted to the MWBE Division in IDOA within ninety (90) days of the execution of the contract between the Contractor and the IHCD. The Contractor also agrees to send all amendments, changes, and terminations to these agreements to the MWBE Division in IDOA within ninety (90) days of their execution. Failure to provide a copy of the agreement or subsequent amendment, change, and termination may result in exclusion from future State procurements. If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases and scoring in future procurements. In addition, the Contractor must obtain the approval of the Division before changing an MBE/WBE participation plan submitted in connection with this Contract.

## **29. Nondiscrimination.**

This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the IHCD and any applicant or employee of the Contractor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including I.C. 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Contractor understands that the IHCD is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

## **30. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

Notices to the IHCD shall be sent to:

**Paul Krievins, Community Development Administrator  
Indiana Housing and Community Development Authority  
30 South Meridian Street, Suite 1000  
Indianapolis, Indiana 46204**

With a copy to:

**Mark J. Wuellner, General Counsel  
Indiana Housing and Community Development Authority  
30 South Meridian Street, Suite 1000  
Indianapolis, Indiana 46204**

Notices to the Contractor shall be sent to:

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### **31. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the IHCDA, (3) the 2009 Home Energy Conservation Program Technical Monitoring Services RFP dated June 18, 2009, (4) the Contractor's proposal and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

### **32. Ownership of Documents and Materials.**

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the IHCDA and all such materials will be the property of the IHCDA. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the IHCDA, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the IHCDA and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the IHCDA full, immediate, and unrestricted access to the work product during the term of this Contract.

### **33. Payments.**

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.

### **34. Penalties/Interest/Attorney's Fees.**

The IHCDA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the IHCDAs failure to make prompt payment shall be based solely on the amount of funding originating from the IHCDAs and shall not be based on funding from federal or other sources.

### **35. Progress Reports and other Reporting Requirements.**

The Contractor shall submit progress reports to the IHCDAs upon request. The report shall be oral, unless the IHCDAs, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the IHCDAs that work is progressing in line with the proposal or schedule, and that completion can be reasonably assured on the scheduled date. In addition, throughout the term of this Contract, no more than monthly, or as otherwise requested by the IHCDAs from time to time, the Contractor shall provide a report to the IHCDAs in electronic or written format containing the following information, and such other information as requested by the IHCDAs from time to time, in its sole discretion:

- A. the D-U-N-S number of the Contractor, or if the Contractor does not have a D-U-N-S number, the name and zip code where the Contractor's headquarters is located;
- B. the amount of ARRA funds expended by the Contractor;
- C. a description of the project or activity for which ARRA funds were expended;
- D. any other relevant information specified by the Office of Management Budget; and
- E. any other data points required by the applicable federal agency.

### **36. Renewal Option.**

This Contract may be renewed under the same terms and conditions, subject to approval of the IHCDAs Board of Directors, and in compliance with Ind. Code § 5-22-17-4. The term of the renewed Contract may not be longer than the term of the original Contract.

### **37. Security and Privacy of Health Information. [Intentionally omitted.]**

### **38. Severability.**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

### **39. Substantial Performance.**

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

### **40. Taxes.**

The IHCDAs is exempt from most state and local taxes and many federal taxes. The IHCDAs will not be responsible for any taxes levied on the Contractor as a result of this Contract.

### **41. Termination for Convenience.**

This Contract may be terminated, in whole or in part, by the IHCDAs whenever, for any reason, the IHCDAs determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination continues

until the effective date. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The IHCDCA will not be liable for services performed after the effective date of termination.

#### **42. Termination for Default.**

A. With the provision of thirty (30) days notice to the Contractor, the IHCDCA may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. The IHCDCA shall pay the contract price only for completed supplies delivered to and services performed for and accepted by the IHCDCA.

C. N/A

D. The rights and remedies of the IHCDCA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. The IHCDCA may, in its sole discretion, de-obligate and/or re-distribute all or any portion of the funds if the Contractor fails to meet applicable program requirements and ARRA benchmarks or deadlines.

#### **43. Travel.**

No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the IHCDCA for availability of funds and for appropriateness per Circular guidelines.

#### **44. Waiver of Rights.**

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the IHCDCA's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the IHCDCA in accordance with applicable law for all damages to the IHCDCA caused by the Contractor's negligent performance of any of the services furnished under this Contract.

#### **45. Work Standards.**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the IHCDCA becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the IHCDCA may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

#### 46. State Boilerplate Affirmation Clause.

The IHCDCA swears or affirms that it has not altered, modified or changed the State's Boilerplate contract clauses (as defined in the August 2009 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses:

1. **Purpose**, added section as required by the ARRA Boilerplate.
10. **Condition of Payment**, added "as required by I.C. 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the IHCDCA".
11. **Confidentiality of Information**, added "on behalf of the IHCDCA in a computer system or".
23. **Information Technology Enterprise Architecture Requirement**, deleted "all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the IHCDCA shall be compatible with". This would put a significant burden on the Contractor.
33. **Payments**, deleted paragraph B the IHCDCA will not pay any advances.
35. **Progress Reports**, modified in order to add information required by the ARRA Boilerplate.
42. **Termination and Re-Distribution of the Award; Program Deadlines**, added section as required by the ARRA Boilerplate.

#### 48. Whistleblower Policy.

The Contractor shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing (to the Recovery Accountability and Transparency Board, and inspector general, the Comptroller General, a member of Congress, the state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee or other person working for the Contractor who has authority to investigate, discover, or terminate misconduct) information that the employee reasonably believes is evidence of:

- A. gross mismanagement of an agency contract or grant relating to covered funds;
- B. a gross waste of covered funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- D. an abuse of authority relating to the implementation or use of covered funds; or
- E. a violation of law, rule or regulation related to an agency contract (including, without limitation, the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

For purposes of this Section 48, "covered funds" shall mean any contract, grant, or other payment received by any non-federal employer if (i) the Federal Government provides any portion of the money or

property that is provided, requested, or demanded; and (ii) at least some of the funds are appropriated or otherwise made available by the ARRA.

#### **49. Compliance with Investigations.**

The Contractor shall comply with any all investigations by the Office of the Inspector General during the term of this Contract, including, without limitation, by providing prompt responses to requests for information and reasonable access to its facilities, records, and personnel. Without limiting or restricting the authority of an inspector general, the Contractor shall permit an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) to (a) examine any records of the Contractor that pertain to, and involve transactions relating to, this Contract, the disbursement of ARRA funds to the Contractor or sub-grant; and (b) to interview any officer or employee of the Contractor regarding such transactions.

#### **50. False Claims Act Reporting.**

The Contractor shall promptly refer to an appropriate inspector general any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim as defined in the False Claims Act (31 U.S.C. 3729- 3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, or similar misconduct involving any ARRA funds.

#### **51. Standard Form 1413.**

The Contractor shall include the Davis Bacon Provisions referenced in Section 53 of this Agreement in all contracts with any contractor working on the Project currently or hereafter. Accordingly, Contractor shall amend all of its contracts with contractors currently working on the Project. In addition, Contractor must ensure that all of its contractors and subcontractors working on the project complete and execute Standard Form 1413 attached hereto as Exhibit C and return it to IHCD A or its designee for Davis Bacon compliance monitoring activities.

#### **52. Davis Bacon Definitions.**

For the purposes of Section 53 of this Agreement, the following definitions are applicable:

- A. The term Administrator means the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, or authorized representative.
- B. The term Agency Head means the principal official of HUD and includes those persons duly authorized to act on behalf of the Agency Head.
- C. The term Contract means any prime contract which is subject wholly or in part to the labor standards provisions of any of the acts listed in 29 CFR Sect. 5.1 and any subcontract of any tier under the prime contract.
- D. The term Contracting Officer means HUD or IHCD A.
- E. The term Contractor means an entity that enters into a contract. For purposes of these subsections, contractor shall include subcontractors and lower-tier subcontractors.



**53. Davis Bacon Provisions.**

- a. Contractor acknowledges that pursuant to 29 CFR 5.5(a) and 20 CFR 5.6, the Agency Head requires IHCD to include the following clauses in This Agreement:

(1) Minimum wages.

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- ii. (A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
  2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- iii. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - iv. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any

subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, IHCDA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- i. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under paragraph (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to IHCDA or other entity contracted to conduct payroll review by IHCDA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD, IHCDA or any entity contracted by IHCDA to conduct certified payroll review, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime

contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii), the appropriate information is being maintained under paragraph (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; and
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- iii. The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD, IHCD, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or IHCD may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Sec. 5.12.

(4) Apprentices and trainees

- i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of

Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. Trainees. Except as provided in 29 CFR Sec. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the

Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
  - (6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in paragraph (a)(1) through (10) and such other clauses as HUD or IHCD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower -tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the Contract clauses in 29 CFR Sec. 5.5.
  - (7) Contract termination: debarment. A breach of the Contract clauses set forth herein may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR Sec. 5.12.
  - (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
  - (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
  - (10) Certification of eligibility.
    - i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR Sec. 5.12(a)(1).
    - ii. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR Sec. 5.12(a)(1).

- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- b. Contract Work Hours and Safety Standards Act. The Contractor acknowledges that pursuant to 29 CFR 5.5(b) and 29 CFR 5.6 the Agency Head requires IHCD A to include the following clauses in this Agreement. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - (3) Withholding for unpaid wages and liquidated damages. HUD or IHCD A, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- c. Contractor acknowledges that pursuant to 29 CFR 5.5(c) and 29 CFR 5.6, the Agency Head requires IHCD A to include the following clauses into the Agreement:
  - i. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications,

hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- b. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of IHCD, HUD, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**54. Standard Form 1413.**

The Contractor shall complete Standard Form 1413 attached hereto as Exhibit C and return to IHCD.

**55. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.**

The Contractor agrees to comply all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**56. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).**

The Contractor shall file the required certification. The Contractor and each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**57. Conflict of Interest.**

Contractor agrees to comply with applicable provisions of the OMB Circular A-110 and "The Common Rule," regarding conflicts of interest. Contractor further acknowledges and agrees that no employee, agent, representative, or subcontractor of Contractor who may be in a position to participate in the decision-making process of Contractor or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Agreement, either for himself or for those with whom he has family or business ties.



**NON-COLLUSION AND ACCEPTANCE**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, the Contractor and the IHCD A have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

_____.: (Where Applicable):	
By: _____	Attested By: _____
Printed Name: _____	_____
Title: _____	_____
Date: _____	_____

**Indiana Housing and Community  
Development Authority:**

By: \_\_\_\_\_  
Printed Name: Sherry Seiwert  
Title: Executive Director  
Date: \_\_\_\_\_

Contract Number AR-011-\_\_WX  
CFDA Number 81.042

## **Attachment F- Confidentiality Statement**

### **I. IHCD A CONFIDENTIALITY AGREEMENT**

Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. Contractor covenants that data, material and information gathered, based upon or disclosed to Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the IHCD A.

The parties acknowledge that the services to be performed by Contractor for the IHCD A under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the IHCD A in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the IHCD A agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

### **II. SHELTER CONFIDENTIALITY AGREEMENT**

Access to shelters requires accepting a degree of confidentiality beyond the aforementioned scope. Given the sensitive nature of the residents that shelters serve, the following additional confidentiality provisions are required of Contractors:

1. **Confidentiality of Location:** Contractor shall not discuss the location of the shelter with anyone not directly involved in providing services under the Contract.
2. **Confidentiality of Residents:** Contractor acknowledges that shelter residents need to be assured that their privacy and confidentiality are respected. Contractor acknowledges that the environment in which work will be conducted is to be a safe haven for the residents and covenants that it will not interact with residents unless absolutely necessary. Contractor shall not discuss residents, counseling or treatment, issues, or anything else of a private nature with anyone, regardless of whether that person is providing services under the Contract.

**Attachment G- Cover Page Template**

**Response for Weatherization Contractor Service  
Providers for Shelters**

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Respondent Company Name

---

Primary Contact Name

---

Date Submitted

---

Primary Contact Email

---

Primary Contact Phone Number

---

Secondary Contact Name

---

Secondary Contact Email

---

Company Street Address

---

City

---

State

---

Zip Code

## **Attachment H- Capacity of Potential Providers** **Response Template**

Respondent Company: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

**INSTRUCTIONS:** Please provide your answers in the shaded areas to the questions below (the shaded area will expand as needed to accommodate your full answer). See RFP Section III for additional guidance on each question.

If supporting documentation is requested or needed to supplement an answer, please include it as an appendix to the response template with the referenced sections clearly marked. The body of the response must contain a meaningful summary of the referenced material.

### **I. EXPERIENCE**

1. Provide a brief history of your company, including any experience in installing energy efficiency measures.

2. Provide at least three references, including contact information, for three different projects you have completed that involve energy auditing or weatherization.

3. How are you or your company currently involved with the HEC Program?

4. If you have not completed similar work, please explain why your proposal should be considered.

### **II. QUALITY ASSURANCE AND EVALUATION**

1. Describe your company's internal controls for ensuring quality installation.

2. Describe how your company will ensure that funds are used for authorized purposes and how your company will eliminate chances for fraud, waste, error, and abuse.

### III. SERVICE DELIVERY PLAN

1. Describe the relevant work experience and roles and responsibilities relating to this project of all involved staff from your company. If you plan to hire additional staff, describe their relevant work experience and roles and responsibilities as well. Make it clear who is currently a staff member and which positions will be hired if Respondent is awarded the contract. Use the tab key to add additional rows to the chart below by placing the cursor in the bottom right cell and pressing the "tab" key.

Name	Position	Relevant Work Experience	Roles and Responsibilities	Completed HEC Training

2. Do you plan to sub-contract any portion of the work? If so, what qualifications will you seek in sub-contractors? What is your procurement method? Understand that IHCD has final approval of all sub-contractors working under this funding source.

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3. Describe the system by which your company will schedule work days with shelters, assign contractors to jobs, and track shelter work progress with the awarded auditing firm. In the "days" column, record the number of days between the actions described in the "timeframe" column.

Action	Performance Plan	Timeframe	Days
Schedule work days with shelters		Time between issuance of work order and when the work is finished	
Assign contractors to jobs		Time between scheduling work day and assigning contractors	
Track shelter work progress		Ongoing	

4. Describe your overall strategy for maximizing the efficiency of the structural improvement and weatherization measure installation process.

--

5. How many installations per week does your company anticipate being able to complete? Describe how this goal will be accomplished. In the "type of work" column, indicate if the contractor/team is a general contractor to conduct structural improvements, an HVAC contractor, or a shell contractor. Use Attachment H as a reference to shelter size and location.

Contractor Name/Team	Type of Work	Average Units Installed/Week

6. What is the monthly construction capacity of your team, including all sub-contractors. Consider that the awarded contracting firm will be coordinating production with the awarded weatherization auditor and program manager and a two to three week lead time for scheduling is recommended. Please complete the production schedule below by listing the number of units to receive work by type.

Month	January	February	March	April	May	June
Structural Improvements						
HVAC installation						
Shell installation						
Month	July	August	September	October	November	December
Structural Improvements						
HVAC installation						
Shell installation						

7. Describe how your company will ensure your contractors are properly equipped. Include a current inventory of vehicles and equipment.

Equipment	Quantity and Description (if applicable)	Own now or buy if awarded contract?

8. If your company does not own necessary equipment or have an adequate inventory, describe how contractors will access such equipment and procurement processes to acquire additional equipment.

--

9. Describe how you will cover all areas of the state in which we have identified shelters (for example, contractors have established regions of coverage, etc.)

--

10. Describe any in-house training requirements for new contractors, aside from those specified by IHCD in Attachment A.

**IV. FINANCIAL INFORMATION**

1. Please describe your company's financial management system, accounting system, internal financial controls, and the process used for cash management and fund accounting.

2. This contract will operate on a reimbursement basis. Respondents must have resources available to support program costs for up to 60 days. How will your company cover initial program costs before the first claim is submitted?

## **Attachment I- Proposed Budget**

IHCDA looks to contract with a contractor or contracting firm that synthesizes cost-efficiency with capacity. In this Attachment, Respondents must demonstrate their cost-efficiency model.

The total budget for this project is three to six million dollars. The funds available for structural repairs and installation of weatherization measures will be the total budget less auditing costs.

IHCDA expects fixed costs of material and labor with a standard overhead and profit charge. In the yellow box below, identify the overhead and profit that will be charged as a percent of total job costs.

Percent Overhead and Profit:

A yellow rectangular box with a black border, intended for the respondent to enter the percentage for overhead and profit.



## **Attachment J- Approved Shelters**

The list below contains all of the shelters that have been approved for work in the emergency shelter weatherization program. The Respondent should review the city and county of each shelter in order to estimate its travel expenses. The “unit” number constitutes each 800 square feet of living space in each shelter. The number of buildings is the number of individual buildings that make up a shelter. Each building may have more than one unit. Shelters with multiple heating systems listed as “both” denotes shelters with different heating systems in different buildings. Shelters with heating systems listed as “other” denote that neither central nor individual heating units are used in that shelter. For shelters with multiple buildings built in different decades are listed. If shelters with multiple buildings have only one decade listed, that decade was the one in which all buildings were built.

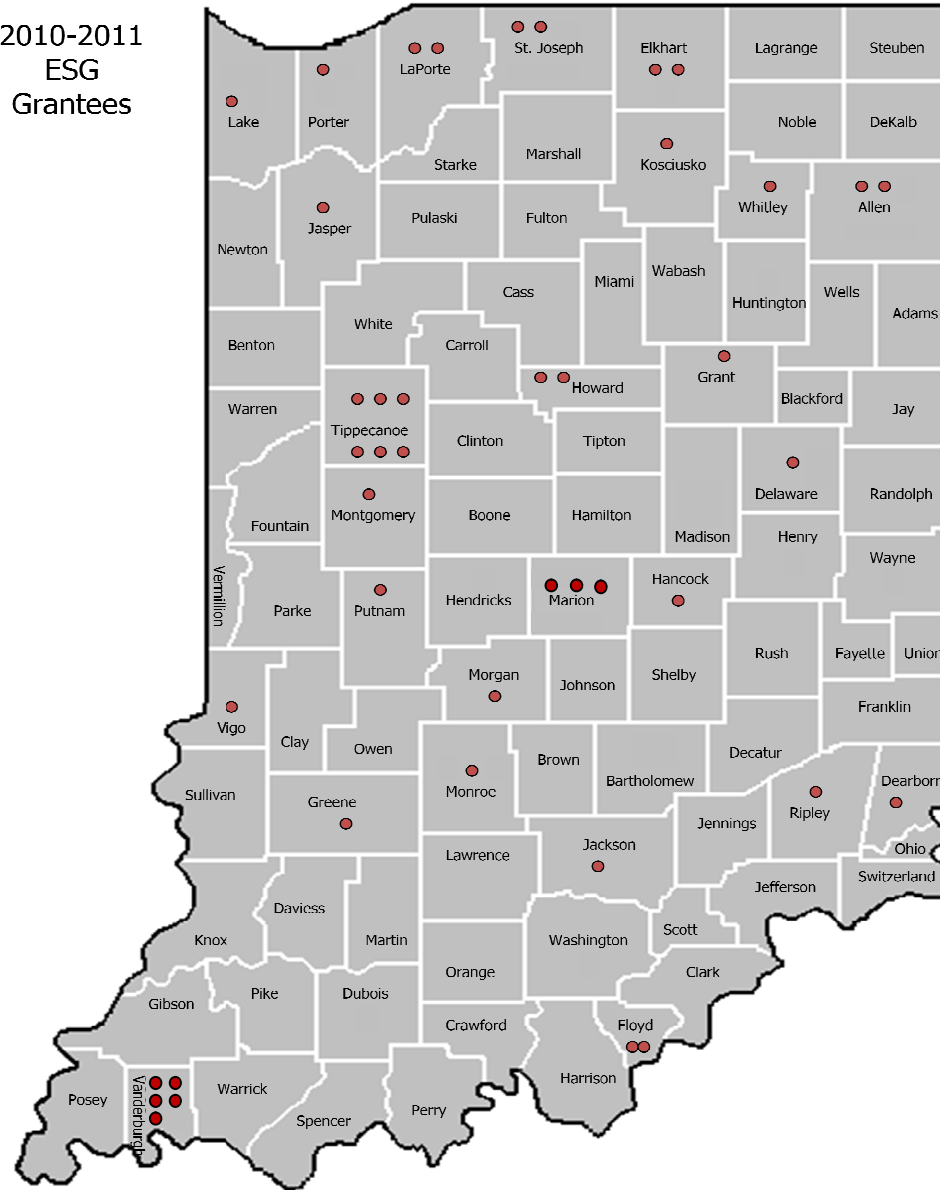
<b>Agency</b>	<b>City</b>	<b>County</b>	<b>Units</b>	<b>Buildings</b>	<b>Heating System</b>	<b>Year Built</b>
Genesis Outreach Center	Fort Wayne	Allen	8	3	Individual Units	1900-1920
YWCA Northeast Indiana	Fort Wayne	Allen	13	1	Other	Prior 1900
Heart House	Aurora	Dearborn	9	1	Central Unit	1990+
Bridges Community Services, Inc.	Muncie	Delaware	27	12	Individual Units	1921-1930
Goshen Interfaith Hospitality Network, Inc.	Goshen	Elkhart	2	1	Central Unit	1921-1930
Individuals and Families in Transition	Elkhart	Elkhart	37	2	Both	Prior 1900
St. Elizabeth Catholic Charities	New Albany	Floyd	15	2	Central Unit	1941-1950, 1990+
The Center for Women and Families	Sellersburg	Floyd	3	1	Central Unit	1990+
Family Service Society	Marion	Grant	6	1	Other	1990+
Roosevelt Mission, Inc.	Linton	Greene	6	1	Individual Units	1900-1920
Hancock Hope House, Inc.	Greenfield	Hancock	19	1	Other	1951-1960
CAM- Coordinated Assistance Ministries, Inc.	Kokomo	Howard	5	2	Both	1900-1920, Prior 1900
Family Service Association of Howard County, Inc.	Kokomo	Howard	4	1	Central Unit	1990+
Anchor House, Inc.	Seymour	Jackson	4	1	Other	1921-1930
North Central Indiana Rural Crisis Center	Rensselaer	Jasper	3	1	Central Unit	1941-1950
Kosciusko County Shelter for Abuse, Inc.	Warsaw	Kosciusko	3	1	Central Unit	1900-1920
Gary Commission for Women	Gary	Lake	27	2	Central Unit	1931-1940, 1951-1960
Gennesaret Free Clinic, Inc.	Indianapolis	Marion	5	2	Central Unit	Prior 1900, 1941-1950
Horizon House	Indianapolis	Marion	23	1	Other	1951-1960

## **Attachment J- Approved Shelters**

Quest for Excellence, Inc.	Indianapolis	Marion	78	6	Both	1901-1920
Middle Way House, Inc.	Bloomington	Monroe	33	1	Individual Units	1990+
Family Crisis Shelter	Crawfordsville	Montgomery	8	1	Individual Units	1971-1980
Community Service Center of Morgan County	Martinsville	Morgan	44	1	Other	1961-1970
The Caring Place, Inc.	Valparaiso	Porter	5	1	Central Unit	Prior 1900
Greencastle Housing Authority/A-Way Home Shelter	Greencastle	Putnam	9	1	Central Unit	1990+
Safe Passage, Inc.	Batesville	Ripley	6	1	Central Unit	Prior 1900
AIDS Ministries/AIDS Assist	South Bend	St. Joseph	9	2	Individual Units	Prior 1900
Youth Service Bureau of St. Joseph County, Inc.	South Bend	St. Joseph	3	1	Central Unit	1900-1920
Family Promise of Greater Lafayette, Inc.	Lafayette	Tippecanoe	4	1	Other	1941-1950
Lafayette Transitional Housing Center, Inc.	Lafayette	Tippecanoe	40	6	Both	1921-1960
Lafayette Urban Ministry	Lafayette	Tippecanoe	5	1	Individual Units	1990+
Mental Health Association of Tippecanoe County, Inc.	Lafayette	Tippecanoe	10	2	Individual/Other	Prior 1900, 1990+
The Salvation Army- Lafayette Corps	Lafayette	Tippecanoe	4	1	Other	1981-1990
YWCA Domestic Violence Intervention/Prevention Program	Lafayette	Tippecanoe	6	1	Central Unit	Prior 1900
ECHO Housing Corporation	Evansville	Vanderburgh	24	1	Individual Units	1900-1920
Life Choices Maternity and Youth Services	Evansville	Vanderburgh	19	1	Other	1971-1980
Ozanam Family Shelter Corp	Evansville	Vanderburgh	14	1	Other	1931-1940
United Caring Shelters, Inc.	Evansville	Vanderburgh	23	1	Other	Prior 1900
YWCA of Evansville, Inc.	Evansville	Vanderburgh	22	1	Central Unit	1921-1930
Council of Domestic Abuse, Inc.	Terre Haute	Vigo	15	3	Both	1990+
Interfaith Mission Inc./The Lighthouse	Columbia City	Whitley	6	1	Other	1951-1960
<b>TOTAL: 42 shelters</b>	<b>27 cities</b>	<b>25 counties</b>	<b>606 units</b>	<b>73 buildings</b>		

## Attachment J- Approved Shelters

2010-2011  
ESG  
Grantees



## **Attachment K- Response Submission Acknowledgments and Signature Page**

### **PROPOSAL SUBMISSION ACKNOWLEDGEMENTS**

By initialing next to each item, the Respondent certifies that he/she read each item and will comply with the specifications therein.

- \_\_\_\_\_ Attachment A- Structural Assessment Checks
- \_\_\_\_\_ Attachment B- Waiver Audit Priority List
- \_\_\_\_\_ Attachment C- Training Requirements for Auditors and Contractors
- \_\_\_\_\_ Attachment D- RFP Appeals Process
- \_\_\_\_\_ Attachment E- Sample Contract Boilerplate
- \_\_\_\_\_ Attachment F- Confidentiality Statement
- \_\_\_\_\_ Attachment G- Cover Page Template
- \_\_\_\_\_ Attachment H- Capacity of Potential Providers Response Template
- \_\_\_\_\_ Attachment I- Project Budget Proposal
- \_\_\_\_\_ Attachment J- Approved Shelters
- \_\_\_\_\_ Attachment K- Response Submission Acknowledgements and Signature Page

### **SIGNATURE PAGE**

By signing below and submitting this with the Response, the Respondent accepts all terms and conditions set forth in this RFP and all attachments hereto.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_